

**AN ORDINANCE BY
COMMUNITY DEVELOPMENT AND HUMAN RESOURCES COMMITTEE**

AN ORDINANCE AMENDING THE 2007 (INTERGOVERNMENTAL GRANT FUND) BUDGET, DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT ("DEPARTMENT"), BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS, IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00), FOR GRANT FUNDS FROM THE ATLANTA REGIONAL COMMISSION, FOR THE PURPOSE OF FUNDING THE ATLANTA COMPREHENSIVE TRANSPORTATION PLAN; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Regional Commission ("ARC") named the City of Atlanta ("City") as the recipient of the Comprehensive Transportation Plan Funding Assistance Program in the amount of \$1,000,000.00 for the 2007 program year; and

WHEREAS, the City's Bureau of Planning will use these funds to produce a comprehensive transportation plan for the City; and

WHEREAS, in order to receive these funds the Mayor must sign a sub-recipient agreement between the City and the Atlanta Regional Commission; and

WHEREAS, this grant agreement requires a twenty-five percent match of \$250,000.00; and

WHEREAS, Resolution 94-O-0907 established policies for the use of transportation impact fees; and

WHEREAS, \$100,000.00 of the aforesaid required match was identified in 2006 in the Reserve Account and the remaining \$150,000.00 of the match has been identified and must be transferred from the Reserve Account-Transportation Impact Fees; and

WHEREAS, the Department of Planning and Community Development recommends increasing estimated receipts in the 2007 Intergovernmental Grant Fund Budget by \$1,000,000.00

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

Section 1: That the 2007 (Intergovernmental Grant Fund) Budget for the Department of Parks, Recreation, and Cultural Affairs is hereby amended as follows:

ADD TO ANTICIPATIONS

1B02	Inter Governmental Grant Fund	
Y63X0120RGV0	Atlanta Comprehensive Transportation Plan	
632101	Federal Grants/Entitlements	\$1,000,000.00
Total		\$1,000,000.00

ADD TO APPROPRIATIONS

1B02	Inter Governmental Grant Fund	
Y63X0120RGV0	Atlanta Comprehensive Transportation Plan	
7*****	Federal Grants/Entitlements	
Total		\$1,000,000.00

Section 2: That the 2007 General Government Capital Outlay Fund Budget, Department of Planning and Community Development is hereby amended as follows:

TRANSFER FROM APPROPRIATIONS

1C28 72900	Reserves for Appropriation	
M11X04519985	Development Impact Fees- Transportation	\$150,000.00
Total		\$150,000.00

TRANSFER TO APPROPRIATIONS

1C28 724001	Atlanta Comprehensive Transportation	\$150,000.00
Y63001		

Section 3: All ordinances and parts of ordinances in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of the conflict.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Community Development and Human Resources

Caption: AN ORDINANCE AMENDING THE 2007 (INTERGOVERNMENTAL GRANT FUND) BUDGET, DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT ("DEPARTMENT"), BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS, IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00), FOR GRANT FUNDS FROM THE ATLANTA REGIONAL COMMISSION, FOR THE PURPOSE OF FUNDING THE ATLANTA COMPREHENSIVE TRANSPORTATION PLAN; AND FOR OTHER PURPOSES.

Council Meeting Date: March 5, 2007

Requesting Dept.: Planning and Community Development

B. To be completed by the department :

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this Legislation is to authorize the Mayor to sign and accept grant from the Atlanta Regional Commission, anticipate and appropriate a \$1million grant, and transfer matching funds from the Transportation Impact Fee account in the amount of \$150,000.

2. Please provide background information regarding this legislation.

This legislation appropriates a \$1 million grant from the Atlanta Regional Commission. The purpose of this grant is to allow the city to conduct a city-wide transportation study to include an implementation plan to solve some city traffic issues.

3. If Applicable/Known:

- (a) Contract Type (e.g. Professional Services, Construction Agreement, etc): NA
- (b) Source Selection:
- (c) Bids/Proposals Due:
- (d) Invitations Issued:
- (e) Number of Bids:

(f) **Proposals Received:**

(g) **Bidders/Proponents:**

(h) **Term of Contract:**

4. Fund Account Center:

5. Source of Funds:

6. Fiscal Impact: This legislation requires matching funds in the amount of \$250,000. This match when approved will reduce the Reserve Transportation Impact Fee account by that amount.

7. Method of Cost Recovery: NA

This Legislative Request Form Was Prepared By: Garnett Brown

ATTACHMENT A

CITY OF ATLANTA COMPREHENSIVE TRANSPORTATION PLAN

SCOPE OF WORK

I. General: The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) Cost Center:

Cost Center 706ICP County Transportation Planning

II. Area Covered: The area of study for the plan development is defined, but not limited to, the City of Atlanta jurisdictional boundary and an area three to five miles outside the boundary into adjacent counties to promote coordinated long-range transportation planning efforts.

III. Goal: The program goal is to update local transportation plans that are used as input into the regional transportation planning process. A key outcome of the program is identifying or reconfirming local community visions and priorities. Coordination with the regional transportation planning process and regional development plan policies helps ensure jurisdictions will develop plans meeting regional goals.

IV. Background: The Comprehensive Transportation Planning (CTP) Program will assist local governments by clearly defining jurisdiction-wide goals, needs, and priorities. While ARC typically completes needs assessments and transportation plans focusing on regional needs and solutions, a successful local transportation plan and program is also critical. Local transportation plans are a key mechanism in which governments define programs and projects they are prepared to support and assist in funding. It is a critical program objective that these identified priorities will form the basis for future funding requests submitted to ARC and GDOT during Transportation Improvement Program (TIP) and Regional Transportation Plan (RTP) update cycles. No RTP can be successfully implemented without local support for plan goals, programs, and projects.

Transportation plans resulting from the CTP Program will help support county and city comprehensive plans.

Each CTP will also address connections between land use and transportation, giving explicit consideration to the ability of recommendations to support local and regional land use plans. Land use linkages and access management will be examined and considered in CTP recommendations. CTP supportive land use policies and actions will be a critical element of a completed CTP.

Federal Surface Transportation Program (STP) funding, with a minimum 20% local match, provides the resources to implement the program. A maximum federal funding level is established for each jurisdiction using ARC's most recent population estimates.

All work tasks refer to the development of a Comprehensive Transportation Plan. If a CTP is developed as part of a broader local comprehensive plan, program funding shall only be spent on the transportation planning component.

V. Work Tasks:

This scope of work is the minimum requirement the Subgrantee must fulfill to receive funding from ARC. The Subgrantee may include additional or more detailed tasks in their contract with their consultants based on individual needs.

Comprehensive progress reports detailing progress on each task will be submitted to ARC with each invoice. The project sponsor will present deliverables to ARC for comment, involve ARC in relevant stakeholder and technical committee meetings and notify ARC of key public outreach activities.

Task 1: Project Management Plan and Stakeholder and Public Involvement Plan

The goal of this task is to prepare a detailed Project Management Plan, with an associated Stakeholder/Public Involvement Plan, before commencement of major project work activities.

A Project Management Plan shall be developed indicating dates for work task milestones and key decision-making points. Stakeholder and public involvement will be defined in an associated Stakeholder Involvement Plan that details interactions with entities such as federal, state and local governments, transit agencies, development community representatives, and the public. Sponsors must hold a minimum of two public hearings following the release of draft Needs Assessment Report and draft Recommendations Document. Additional public involvement is encouraged and may include public workshops, additional public hearings, citizen surveys, stakeholder committees, web sites, or other methods of soliciting community input. Representatives of regional and state agencies will be invited to participate at public hearings and other outreach efforts as appropriate. Stakeholder advisory and resource roles will be identified at the beginning of the planning process. The Stakeholder/Public Involvement Plan will be guided by ARC's Transportation Participation Plan.

- a. Project Management Plan
- b. Community Participation Plan: Sponsor will develop at minimum an outline of their public outreach process and a list of involved stakeholders on their technical committee, and will forward that to ARC before outreach is initiated.
- c. PIAG Coordination: PIAG ensures that public outreach activities do not conflict, and coordinate when possible. It will be expected that ARC is given a calendar of all public outreach activities a month prior to the scheduling of meetings for PIAG review. It will be recommended that the county is also an active member of PIAG.
- d. Technical Committee: ARC will be an active member of this committee. GDOT, GRTA, County/Cities, and any Transit Operators should also sit on this committee along with other key stakeholders.

- e. Public Meetings: ARC will be notified of all public outreach activities. Handouts and publications should be given to the technical committee before those materials go to public. ARC will not be expected to attend all public meetings, but will try to attend one each round of involvement if possible.
- f. Summary of Public Outreach Activities.

Deliverable: Project Management Plan and a Stakeholder and Public Involvement Plan.

Task 2: Inventory of Existing Conditions

An inventory will be conducted of the transportation network and its level of service including existing conditions and recent historical trends; specifically targeting problem areas and corridors. The inventory shall include at a minimum all significant:

- A. Streets, Roads and Highways
- B. Bridge Inventory and Conditions
- C. Bicycle and Pedestrian Facilities
- D. Parking Facilities
- E. Public Transportation and Services
- F. Railroad (Freight and Passenger) and Airports

All inventoried items must be mapped digitally and converted to a standard shapefile (.shp) for future use. Adequate data will be collected to allow a thorough assessment that identifies and addresses potential issues and solutions. Data collected may include (and is not limited to) location, facility type (functional classification), conditions, accident data, average daily travel volumes, and TIP/RTP programs and projects. In addition, land use and zoning policies in place must be inventoried in relation to the Regional Development Plan (RDP) policies, along with Developments of Regional Impact (DRI) projects, and projects recommended through Livable Centers Initiative (LCI) studies.

The inventory of public transportation and services, if applicable, must include existing public transit routes and service areas, number of vehicles, ridership, vehicles miles traveled (VMT), service frequency, existing rights-of-way, major public transit trip generators and attractors and major public transit intermodal terminals and facilities, transit terminals and transfer stations. Access to these facilities for automobiles, bicyclists and pedestrians must also be considered.

ARC has made the following data available to project sponsors for use:

- Modeling Data
- GIS Shapefiles
- Forecasts

Deliverable: Inventory of Existing Conditions Report (draft and final).

Task 3: Assessment of Current and Future Needs

The assessment of needs must determine, based on population projections and needs and goals identified in other plan elements, whether future needs of the community can be met with existing facilities and services or whether improvements will be needed to accommodate anticipated population and economic growth and the continuing need to protect natural and cultural resources. Transportation facilities will be assessed at 10-year intervals over a 20-year planning horizon on:

- A. Existing Transportation System Levels of Service and System Needs (Design and Operating Capacities, Level of Service, ADT and/or peak hour vehicle trip, existing modal split)
- B. Existing Public Transit Facilities Needs
- C. Availability and Adequacy of Transportation Facilities and Services to Serve Existing and Future Land Uses
- D. Projected Overall Transportation System Levels of Service and System Needs

Methods of optimizing existing streets, roads and highways, through system operational improvements, access management, land use policy and transportation demand management strategies, must be investigated as a preferred alternative to expanding facilities. The assessment must also determine whether or not mobility needs of people and goods can be accommodated on alternative modes of transportation. Growth trends and travel patterns, including the interaction between land use and transportation, must be reviewed. The analysis of needs and deficiencies must also include intermodal terminals and connections, high occupancy vehicle lanes, park-and-ride lots and other facilities. Finally, the assessment should consider the system's adequacy in the event of a natural disaster.

The ARC travel demand model and population and employment forecast will be used. Any deviations from the ARC forecast data must be noted. All elements of ARC's travel demand model are designed to support all technical and policy decisions that are required in developing a comprehensive, multimodal transportation plan. The goals identified in other local comprehensive planning elements including future land use maps will be also be considered.

A report will be prepared detailing the inventory, needs, issues, and opportunities. The report shall be submitted to ARC for review and comment before commencing work on Task 4. This report will be presented to the public and stakeholder groups. Stakeholder and public participants shall comment and participate during the preparation of the Needs Assessment Report.

Deliverable: Needs Assessment Report (draft and final).

Task 4: Recommendations

Community goals and an associated implementation program will be developed based on the results of the inventory and needs assessment. Sponsors must also be prepared to monitor the progress of these recommendations and report that information to ARC.

Recommendations must include at a minimum:

- A financially unconstrained aspirations plan of transportation projects, prioritized by mode.
 - Project details should include a summary of all modes to be addressed on the corridor, termini, cost, and an implementation plan.
- An Access management plan policy and implementation strategies.
- Land use policy recommendations and development strategies.
 - A list of major problem areas and corridors that will be targeted for new or re-development to support short and long-range transportation strategies must also be included. (Note: These recommendations should be supported by the future land use map in the County Comprehensive Plan.)
- The identification of potential funding sources and innovative planning solutions.
- A 5-year action plan for land use and transportation recommendations. In addition 20-year land use and transportation policies plan.
- A process for monitoring program implementation progress.

Other key elements include the identification of steps to implement the CTP such as future SPLOSTs, consensus building activities, and policy change recommendations. Project listings and maps will be developed, as appropriate. Recommendations shall be developed in a consultative environment involving the public and key stakeholders. Recommendations shall be presented to the public and ARC for review and comment prior to final documentation.

Deliverable: Recommendations Report.

Task 5: Final Documentation

Information collected and developed as part of Tasks 1, 2, 3 and 4 will be compiled into draft and final documents. Key stakeholders at the local, regional and state level will provide advisory comments on the project documents. As a final product, the project sponsor must provide two hard copies of the Plan, a CD and a copy of any adopting resolution to ARC.

Final Deliverables:

- a. Community Participation Plan
- b. Executive Summary on Inventory and Needs Assessment
- c. A 5-year constrained project action plan. The action plan will have transportation projects and land use strategies ranked by priority with funding sources included.

The sources include local, state and federal funds (must show local matching). The action plan must also include a list of actions that must take place to move a project forward including land use and transportation policy changes, consensus building activities, SPLOSTS, etc. A form to input this data will be provided by ARC.

- d. A financially unconstrained project listing by project type, ranked by priority including projects that are underway, short range and long range (20-year). Potential funding sources should also be identified.
- e. Final Document and Supporting Documentation including modeling data, CMS Reports and GIS shapefiles.
- f. Summary of Public Outreach Activities
- g. All documents should be sent directly to the ARC County Transportation Plan program manager. Final copies should be forwarded in hard copy and electronic format.

Deliverable: Final Comprehensive Transportation Plan Report.

SCHEDULE

Comprehensive plan updates, depending on the size of the jurisdiction, generally take 18-24 months to complete. The main scheduling consideration within this program is to ensure coordination with project sponsors to develop deadlines for project deliverables in order to meet deadlines for project calls in future Transportation Improvement Programs (TIP) and Regional Transportation Plans (RTP).

ATTACHMENT B

Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in "Attachment A") is \$1,250,000. ARC's compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$1,000,000. All costs in excess of \$1,000,000 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, "Budget Estimate", which is attached to and made part of this contract for financial reporting, monitoring and audit purposes. Changes in Exhibit B-1 shall be made in accord with the paragraph in the main body of the contract concerning "Changes" or "Amendments".

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10th of the following month. Any work for which reimbursement is requested may be disallowed at ARC's discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning "Reports" in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee's monthly invoices and monthly narrative progress reports are to be submitted to the ARC Director or his authorized agent and must be received by him not later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee's final invoice and summary document must be received by ARC no later than ten days after the project completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$1,000,000 and that the Subgrantee expressly agrees that he shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

IV. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

V. ARC's Designated Agent. In accordance with Paragraph 5 of the main body of this contract, ARC's Director hereby designates Thomas L. Weyandt, Jr. (or his successor), ARC's Director of Comprehensive Planning, as his agent ("Cognizant Department Director") for purposes of this contract only, except for executing amendments hereto.

EXHIBIT B-1

Budget Estimate

Task 1 – Project Management and Stakeholder Inv. Plans	\$125,000
Task 2 – Inventory of Existing Conditions	\$312,500
Task 3 – Assessment of Current and Future Needs	\$312,500
Task 4 – Draft Recommendations	\$250,000
Task 5 – Final Documentation	<u>\$250,000</u>
Total Cost	\$1,250,000

ARC Share (80%)	\$1,000,000
Local Share (20%)	<u>\$ 250,000</u>
Total	\$1,250,000

* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Cognizant Department Director.

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SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of the 1st day of January, 2007, by and between The City of Atlanta, Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION, (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant (hereinafter referred to as the "Grant Contract") from the United States Department of Transportation through the Georgia Department of Transportation (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies"); and

WHEREAS, the Subgrantee desires to render such services in connection with the Project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as reasonably determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The effective date of this agreement is January 1, 2007. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before December 31, 2008.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof.
5. Formal Communication. Formal communication regarding this agreement shall include, but not necessarily be limited to, correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Director. However, the Subgrantee executor and ARC's Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, the ARC Executive Director hereby designates the ARC Director of Comprehensive Planning as his agent, except for changes and terminations of this agreement.

6. Review and Coordination. To ensure adequate assessment of the Subgrantee's Project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. Subgrantee shall be given reasonable written notice of such meetings.

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7. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to designated representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its obligation to correct, at its expense, any errors found in the work.

8. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for at least three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

9. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the immediately preceding twelve-month period, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this agreement without the express prior written approval of ARC.

10. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Director or his designated agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.

11. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.

12. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

13. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented to the governing authority of the Subgrantee, or a committee thereof, for official action by such body without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. If ARC's comments contain objections, reservations or disagreements regarding such material, the same shall accompany the material presented in such form as ARC shall specify.

14. Employees' Rate of Compensation. The rate of compensation for work performed under this Project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is

applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

15. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.

16. Insurance. Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices; including, at least, Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.

17. Audits. The Subgrantee shall cause audits to be accomplished in compliance with OMB Circular A-133, as amended. Copies of all reports resulting from said audits shall be furnished to ARC no later than thirty calendar days after they are received by the Subgrantee.

18. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.

19. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the Project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.

20. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.

21. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

22. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's Director or his designated agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Director or his designated agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Director or his designated agent, the Subgrantee shall provide ARC with such documentation as ARC's Director shall require, regarding the method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

23. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.

24. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Director and Chairman.

25. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements, including, but not limited to, 23 CFR 450, 49 CFR 23 or 26 (as applicable), Executive Order 12372, U.S. Office of Management and Budget Circular Nos. A-21, A-87, A-122, A-110 and A-133, 49 CFR 18 (The Common Rule), Federal Procurement Regulations Subpart 1-15.2, or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or Project matters, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted Project. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:

(a) It possesses legal authority to apply for this agreement, and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.

(b) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

- (c) It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
- (d) It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- (e) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (f) It will cooperate with ARC in assisting the Concerned Funding Agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.
- (g) It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
- (h) For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision used in the accomplishment of this Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by EPA.
- (i) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- (j) It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR part 60).

26. Certifications.

- (a) Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress.
- (b) Debarment and Suspension. Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
- (c) Drug-Free Workplace. Subgrantee agrees and hereby certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing this requirement through to lower tier contractors.

27. Other Requirements. In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, as appropriate. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

28. Termination for Mutual Convenience. ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in Project costs. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination and accepted by ARC.

29. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in Project costs. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination and accepted by ARC.

30. Termination for Cause. If through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, and after a reasonable opportunity to cure fails to do so, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for costs incurred in the performance of the scope of service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing, to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages

caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.

31. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.

32. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this Project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are not cancelable.

33. Unexpended Funds. Upon termination of this agreement for any reason, the Subgrantee shall immediately refund to ARC any balance of unearned or unobligated (unencumbered) cash advanced to the Subgrantee under this agreement.

34. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATTEST:

THE CITY OF ATLANTA

By: _____

Title: _____

ATTEST:

ATLANTA REGIONAL COMMISSION

By: _____
Director

ARC Assistant Secretary

By: _____
Chair



ATLANTA REGIONAL COMMISSION 40 COURTLAND STREET, NE ATLANTA, GEORGIA 30303

January 5, 2007

Steve Cover, Commissioner
Department of Planning and Community Development
55 Trinity Avenue
Suite 1470
Atlanta, Georgia 30303

Dear Mr. Cover:

This letter is to confirm that the City of Atlanta is a recipient for the Atlanta Regional Commission's (ARC) Comprehensive Transportation Plan (CTP) Funding Assistance Program for Fiscal Year 2007. ARC is preparing the sub-grant agreement between ARC and the City of Atlanta in the amount \$1,000,000 federal funding requiring a local match of \$250,000 to be provided by the City.

If you have any questions, please feel free to call me or Laura Keyes at (404) 463-0067.

Sincerely,

A handwritten signature in cursive script that reads "Jane Hayse".

Jane Hayse
Chief, Transportation Planning

c: Heather Ahladeff, Assistant Director, Transportation Planning, City of Atlanta

lmk

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): Terry Grandison



Contact

Number: 6946

Originating Department: Planning and Community Development

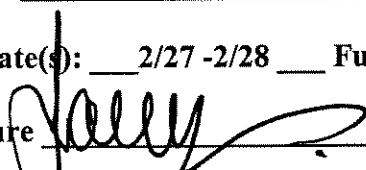
Committee(s) of Purview: Community Development and Human Resources

Council

Deadline: 2/12/07

Committee Meeting Date(s): 2/27 -2/28 Full Council Date: 3/5/07

Commissioner Signature



CAPTION

AN ORDINANCE AMENDING THE 2007 (INTERGOVERNMENTAL GRANT FUND) BUDGET, DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT ("DEPARTMENT"), BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS, IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00), FOR GRANT FUNDS FROM THE ATLANTA REGIONAL COMMISSION, FOR THE PURPOSE OF FUNDING THE ATLANTA COMPREHENSIVE TRANSPORTATION PLAN; AND FOR OTHER PURPOSES.

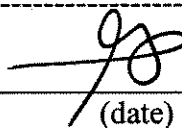
FINANCIAL IMPACT (if any): No Matching Grant Funds Required

Mayor's Staff Only

Received by Mayor's Office:

2.12.07
(date)

Reviewed by:


(date)

Submitted to Council:

2/15/07
(date)